

Agenda Item Form

Agenda Date: 4/20/2004

Districts Affected: 8 & 6

Dept. Head/Contact Information: Norman C. Merrifield/ Daisy Esparza (Ext. 4057)

Type of Agenda Item:

2004 APR 15 PM 1 10

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Staffing Table Changes | <input type="checkbox"/> Board Appointments |
| <input type="checkbox"/> Tax Installment Agreements | <input type="checkbox"/> Tax Refunds | <input type="checkbox"/> Donations |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer | <input type="checkbox"/> Item Placed by Citizen |
| <input type="checkbox"/> Application for Facility Use | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application |
| <input type="checkbox"/> Other _____ | | |

Funding Source:

- ☐ General Fund
- ☐ Grant (duration of funds: _____ Months)
- ☒ Other Source: USER FEE

Legal:

☒ Legal Review Required
Denied

Attorney Assigned (please scroll down): Lupe Cuellar

☒ Approved ☐

Timeline Priority: ☐ High ☒ Medium ☐ Low # of days: _____

Why is this item necessary:

It provides staff for Pavo Real, Nolan Richardson and Acosta Recreation Centers to perform duties outlined on contracts.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Contract is for performance of services. Maintenance and operating expenditures are nil.

Statutory or Citizen Concerns:

Demands and needs are met.

Departmental Concerns:

Approval of Independent Contractor Contracts will enable Parks Department to meet it's mission, objectives and functions.

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the Mayor be authorized to execute the following **INDEPENDENT CONTRACTOR** contracts on behalf of the **PARKS AND RECREATION DEPARTMENT**. Funding for these contracts is in fiscal year **2003/2004** appropriations to be approved by the City Council.

NOLAN RICHARDSON RECREATION CENTER

DEPARTMENT ID: 51510074, ACCOUNT 502214

1. **CONTRACTOR:** Norma Alicia Yee, Aerobics Instructor
 DATES: April 21, 2004 through August 31, 2004
 RATE PER CL: \$10.00
 MAXIMUM AMT: \$600.00
 CONTRACT: **2003/2004-118**

PAVO REAL RECREATION CENTER

DEPARTMENT ID: 51510115, ACCOUNT 502214

2. **CONTRACTOR:** Bernardo Franco, T-Ball Coordinator
 DATES: April 25, 2004 through July 31, 2004
 RATE PER CL: \$7.00
 MAXIMUM AMT: \$1,204.00
 CONTRACT: **2003/2004-119**

ACOSTA SPORTS CENTER

DEPARTMENT ID: 51010215, ACCOUNT 502215

3. **CONTRACTOR:** Gerardo Garcia, Field Supervisor
 DATES: April 22, 2004 through August 31, 2004
 RATE PER CL: \$11.00
 MAXIMUM AMT: \$3,300.00
 CONTRACT: **2003/2004-120**
4. **CONTRACTOR:** Esteban Raya, Scorekeeper
 DATES: May 3, 2004 through August 31, 2004
 RATE PER CL: \$15.00
 MAXIMUM AMT: \$1,500.00
 CONTRACT: **2003/2004-121**
5. **CONTRACTOR:** David Pinon Sr., Scorekeeper
 DATES: May 3, 2004 through August 31, 2004
 RATE PER CL: \$17.50
 MAXIMUM AMT: \$1,750.00
 CONTRACT: **2003/2004-122**
6. **CONTRACTOR:** Rodolfo Valles, Field Supervisor
 DATES: April 30, 2004 through August 31, 2004
 RATE PER CL: \$11.50
 MAXIMUM AMT: \$1,150.00
 CONTRACT: **2003/2004-123**

7. CONTRACTOR: Gilberto A. Pinon Jr., Scorekeeper
DATES: April 21, 2004 through August 31, 2004
RATE PER CL: \$6.25
MAXIMUM AMT: \$2,100.00
CONTRACT: **2003/2004-124**
8. CONTRACTOR: Perry Huddleston, Official/Scorekeeper
DATES: April 21, 2004 through August 31, 2004
RATE PER CL: \$44.00
MAXIMUM AMT: \$4,400.00
CONTRACT: **2003/2004-125**
9. CONTRACTOR: Sun City Officials Association
DATES: April 21, 2004 through August 31, 2004
RATE PER CL: \$44.00
MAXIMUM AMT: \$4,400.00
CONTRACT: **2003/2004-126**
10. CONTRACTOR: Gloria Valles, Field Supervisor
DATES: April 30, 2004 through August 31, 2004
RATE PER CL: \$12.00
MAXIMUM AMT: \$1,200.00
CONTRACT: **2003/2004-127**

GALATZAN RECREATION CENTER

DEPARTMENT ID: 51510131, ACCOUNT 502215

11. CONTRACTOR: Martin Maldonado, Official
DATES: April 28, 2004 through July 31, 2004
RATE PER CL: \$21.00
MAXIMUM AMT: \$2,100.00
CONTRACT: **2003/2004-128**

APPROVED this 20th day of April, 2004.

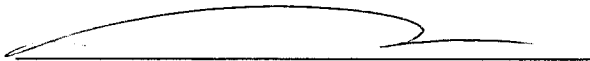
THE CITY OF EL PASO

ATTEST:

Richarda Duffy Momsen
City Clerk

Joe Wardy
Mayor

APPROVED AS TO FORM:



Guadalupe Cuellar
Deputy City Attorney

APPROVED AS TO CONTENT:



Norman Merrifield, Director
Parks & Recreation Department

STATE OF TEXAS)
COUNTY OF EL PASO)



**INDEPENDENT CONTRACT FOR
PERSONAL SERVICES
PARKS AND RECREATION**

DEPARTMENT ID: 51510074
CLASS: 51056
FUND: 16332
PROJECT: P 500347
SPEED CHART: P 0210
ACCOUNT: 502214
CONTRACT NO: 2003/2004-118

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and NORMA ALICIA YEE, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: AEROBICS INSTRUCTOR @ NOELAN RICHARDSON CTR.

2. **TIME OF PERFORMANCE** The services of Contractor are to be performed beginning APRIL 21, 2004 and be completed by MAY 31, 2004.

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid a total fee not to exceed a maximum of \$600.00. The fee shall be paid at a rate of \$10.00 per class/game for a maximum of 60 classes/games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.

4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.

5. **INDEPENDENT CONTRACTOR RELATIONSHIP** Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.

6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.

7. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.



CONTRACT NO:

8. NOTICE Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas
2 Civic Center Plaza
El Paso, Texas 79901-1163

CONTRACTOR:

Name: NORMA ALICIA YEE
Address:
SS#:
Phone:

9. TERMINATION Either party may terminate this contract without cause after 10 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon notification to the contractor of the cause for termination.

10. NO INSURANCE PROVIDED Contractor specifically acknowledges that, in his/her capacity as an independent contractor, he/she has not been provided with Worker's Compensation Insurance or other insurance coverage regularly covered by the City of El Paso Parks and Recreation Department to its regular employees; and that he/she will secure similar coverage so as to protect his/her interest in the event of any personal injuries or damages of any kind.

11. COSTS AND EQUIPMENT Contractor understands that he/she is responsible for all overhead, travel, equipment and support costs incurred in performing the contracted services. Contractor also agrees that he/she will be responsible for supplying all equipment and instrumentalities necessary to carry out the services to be provided.

12. CONTINGENCY This agreement is contingent upon paid registration for the program of a minimum of 12 participants, and a maximum of 25 participants. In the event that the minimum number of participants is not reached, this agreement shall be null and void.

IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this

_____ day of _____, _____.

CITY OF EL PASO, TEXAS

ATTEST:

Joe Wardy, Mayor

CONTRACTOR:

APPROVED AS TO CONTENT:

Parks & Recreation Director

Program Coordinator

Superintendent

Administrative Analyst

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

STATE OF TEXAS)

COUNTY OF EL PASO)



**INDEPENDENT CONTRACT FOR
PERSONAL SERVICES
PARKS AND RECREATION**

DEPARTMENT ID: 51510115
CLASS: 51058
FUND: 16312
PROJECT: P500212
SPEED CHART: P0190
ACCOUNT: 502214
CONTRACT NO: 2003/2004-119

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and BERNARDO FRANCO, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: T-BALL COORDINATOR

2. **TIME OF PERFORMANCE** The services of Contractor are to be performed beginning April 25, 2004 and be completed by July 31, 2004.

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid a total fee not to exceed a maximum of \$1,204.00. The fee shall be paid at a rate of 7.00 per class/game for a maximum of 172 classes/games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.

4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.

5. **INDEPENDENT CONTRACTOR RELATIONSHIP** Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.

6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.

7. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.



CONTRACT NO:

8. NOTICE Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas
2 Civic Center Plaza
El Paso, Texas 79901-1163

CONTRACTOR:

Name: Bernardo Franco
Address: _____
SS#: _____
Phone: _____

9. TERMINATION Either party may terminate this contract without cause after 10 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon notification to the contractor of the cause for termination.

10. NO INSURANCE PROVIDED Contractor specifically acknowledges that, in his/her capacity as an independent contractor, he/she has not been provided with Worker's Compensation Insurance or other insurance coverage regularly covered by the City of El Paso Parks and Recreation Department to its regular employees; and that he/she will secure similar coverage so as to protect his/her interest in the event of any personal injuries or damages of any kind.

11. COSTS AND EQUIPMENT Contractor understands that he/she is responsible for all overhead, travel, equipment and support costs incurred in performing the contracted services. Contractor also agrees that he/she will be responsible for supplying all equipment and instrumentalities necessary to carry out the services to be provided.

12. CONTINGENCY This agreement is contingent upon paid registration for the program of a minimum of 15 participants, and a maximum of N/A participants. In the event that the minimum number of participants is not reached, this agreement shall be null and void.

IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this

_____ day of _____, _____.

CITY OF EL PASO, TEXAS

ATTEST:

Joe Wardy, Mayor

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

CONTRACTOR:

Bernardo Franco
APPROVED AS TO CONTENT:

Parks & Recreation Director

D. Fernandez
Program Coordinator

Superintendent

Administrative Analyst

STATE OF TEXAS)
COUNTY OF EL PASO)



**INDEPENDENT CONTRACT FOR
PERSONAL SERVICES
PARKS AND RECREATION**

DEPARTMENT ID: 51010215
CLASS: 51010
FUND: 16302
PROJECT: P500202
SPEED CHART: P0180
ACCOUNT: 502215
CONTRACT NO: 2003/2004-120

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and Gerardo Garcia, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services:

2. **TIME OF PERFORMANCE** The services of Contractor are to be performed beginning 4/22/04 and be completed by 8/31/04.

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid a total fee not to exceed a maximum of \$3,300.00. The fee shall be paid at a rate of \$11.00 per class/game for a maximum of 300 classes/games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.

4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.

5. **INDEPENDENT CONTRACTOR RELATIONSHIP** Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.

6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.

7. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.



8. NOTICE Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas
2 Civic Center Plaza
El Paso, Texas 79901-1163

CONTRACTOR: Name: Gerardo Garcia
Address: _____
SS#: _____
Phone: _____

9. TERMINATION Either party may terminate this contract without cause after 10 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon notification to the contractor of the cause for termination.

10. NO INSURANCE PROVIDED Contractor specifically acknowledges that, in his/her capacity as an independent contractor, he/she has not been provided with Worker's Compensation Insurance or other insurance coverage regularly covered by the City of El Paso Parks and Recreation Department to its regular employees; and that he/she will secure similar coverage so as to protect his/her interest in the event of any personal injuries or damages of any kind.

11. COSTS AND EQUIPMENT Contractor understands that he/she is responsible for all overhead, travel, equipment and support costs incurred in performing the contracted services. Contractor also agrees that he/she will be responsible for supplying all equipment and instrumentalities necessary to carry out the services to be provided.

12. CONTINGENCY This agreement is contingent upon paid registration for the program of a minimum of n/a participants, and a maximum of n/a participants. In the event that the minimum number of participants is not reached, this agreement shall be null and void.

IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this

_____ day of _____, _____.

CITY OF EL PASO, TEXAS

ATTEST:

Joe Wardy, Mayor

CONTRACTOR:

APPROVED AS TO CONTENT:

Parks & Recreation Director

Program Coordinator

Superintendent

Administrative Analyst

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

STATE OF TEXAS)
COUNTY OF EL PASO)



**INDEPENDENT CONTRACT FOR
PERSONAL SERVICES
PARKS AND RECREATION**

DEPARTMENT ID: 51010215
CLASS: 51010
FUND: 6302
PROJECT: 500202
SPEED CHART: P0180
ACCOUNT: 502215
CONTRACT NO: 2003/2004-121

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and Esteban RAYA, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: SCOUTMASTER FOR YOUTH BASEBALL

2. **TIME OF PERFORMANCE** The services of Contractor are to be performed beginning MAY 3, 2004 and be completed by AUGUST 31, 2004.

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid a total fee not to exceed a maximum of \$1,500.00. The fee shall be paid at a rate of \$15.00 per ~~class~~/game for a maximum of 100 ~~classes~~/games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.

4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.

5. **INDEPENDENT CONTRACTOR RELATIONSHIP** Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.

6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.

7. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.



CONTRACT NO:

8. NOTICE Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas
2 Civic Center Plaza
El Paso, Texas 79901-1163

CONTRACTOR:

Name: ESTOBAN RAY A
Address: _____
SS#: _____
Phone: _____

9. TERMINATION Either party may terminate this contract without cause after 10 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon notification to the contractor of the cause for termination.

10. NO INSURANCE PROVIDED Contractor specifically acknowledges that, in his/her capacity as an independent contractor, he/she has not been provided with Worker's Compensation Insurance or other insurance coverage regularly covered by the City of El Paso Parks and Recreation Department to its regular employees; and that he/she will secure similar coverage so as to protect his/her interest in the event of any personal injuries or damages of any kind.

11. COSTS AND EQUIPMENT Contractor understands that he/she is responsible for all overhead, travel, equipment and support costs incurred in performing the contracted services. Contractor also agrees that he/she will be responsible for supplying all equipment and instrumentalities necessary to carry out the services to be provided.

12. CONTINGENCY This agreement is contingent upon paid registration for the program of a minimum of 10 participants, and a maximum of 10 participants. In the event that the minimum number of participants is not reached, this agreement shall be null and void.

IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this

_____ day of _____, _____.

CITY OF EL PASO, TEXAS

ATTEST:

Joe Wardy, Mayor

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

CONTRACTOR:

Estoban Ray A
APPROVED AS TO CONTENT:

Parks & Recreation Director

Program Coordinator

Superintendent

Administrative Analyst

STATE OF TEXAS

COUNTY OF EL PASO



**INDEPENDENT CONTRACT FOR
PERSONAL SERVICES
PARKS AND RECREATION**

DEPARTMENT ID: 51010215
CLASS: 51010
FUND: 16302
PROJECT: P500202
SPEED CHART: P0180
ACCOUNT: 502215
CONTRACT NO: 2009/2004-122

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and DAVID PINOW SR, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: SECRETARY - SOUTH BASEBALL

2. **TIME OF PERFORMANCE** The services of Contractor are to be performed beginning MAY 3, 2004 and be completed by AUGUST 31, 2004.

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid a total fee not to exceed a maximum of \$1,750.00. The fee shall be paid at a rate of \$17.50 per ~~class~~/game for a maximum of 100 ~~classes~~/games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.

4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.

5. **INDEPENDENT CONTRACTOR RELATIONSHIP** Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.

6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.

7. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.



CONTRACT NO:

8. NOTICE Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas
2 Civic Center Plaza
El Paso, Texas 79901-1163

CONTRACTOR: Name: DAVID PIÑON SR
Address: _____
SS#: _____
Phone: _____

9. TERMINATION Either party may terminate this contract without cause after 10 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon notification to the contractor of the cause for termination.

10. NO INSURANCE PROVIDED Contractor specifically acknowledges that, in his/her capacity as an independent contractor, he/she has not been provided with Worker's Compensation Insurance or other insurance coverage regularly covered by the City of El Paso Parks and Recreation Department to its regular employees; and that he/she will secure similar coverage so as to protect his/her interest in the event of any personal injuries or damages of any kind.

11. COSTS AND EQUIPMENT Contractor understands that he/she is responsible for all overhead, travel, equipment and support costs incurred in performing the contracted services. Contractor also agrees that he/she will be responsible for supplying all equipment and instrumentalities necessary to carry out the services to be provided.

12. CONTINGENCY This agreement is contingent upon paid registration for the program of a minimum of n/A participants, and a maximum of n/A participants. In the event that the minimum number of participants is not reached, this agreement shall be null and void.

IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this

_____ day of _____, _____.

CITY OF EL PASO, TEXAS

ATTEST:

Joe Wardy, Mayor

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

CONTRACTOR:

David Piñon Sr.
APPROVED AS TO CONTENT:

Parks & Recreation Director

Program Coordinator

Superintendent

Administrative Analyst

STATE OF TEXAS)
COUNTY OF EL PASO)



**INDEPENDENT CONTRACT FOR
PERSONAL SERVICES
PARKS AND RECREATION**

DEPARTMENT ID: 51010215
CLASS: 51010
FUND: 16302
PROJECT: P500202
SPEED CHART: P0180
ACCOUNT: 502215
CONTRACT NO: 2003/2004-123

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and Rodolfo Valles, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: Field Supervisor Girls Softball See attachment

2. **TIME OF PERFORMANCE** The services of Contractor are to be performed beginning April 30, 2004 and be completed by August 31, 2004.

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid a total fee not to exceed a maximum of \$1,150.00. The fee shall be paid at a rate of \$11.50 per class/~~game~~ for a maximum of 100 classes/~~games~~. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.

4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.

5. **INDEPENDENT CONTRACTOR RELATIONSHIP** Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.

6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.

7. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.



CONTRACT NO: 2003/2004-

8. NOTICE Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas
2 Civic Center Plaza
El Paso, Texas 79901-1163

CONTRACTOR: Name: Rodolfo Valles
Address: _____
SS#: _____
Phone: _____

9. TERMINATION Either party may terminate this contract without cause after 10 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon notification to the contractor of the cause for termination.

10. NO INSURANCE PROVIDED Contractor specifically acknowledges that, in his/her capacity as an independent contractor, he/she has not been provided with Worker's Compensation Insurance or other insurance coverage regularly covered by the City of El Paso Parks and Recreation Department to its regular employees; and that he/she will secure similar coverage so as to protect his/her interest in the event of any personal injuries or damages of any kind.

11. COSTS AND EQUIPMENT Contractor understands that he/she is responsible for all overhead, travel, equipment and support costs incurred in performing the contracted services. Contractor also agrees that he/she will be responsible for supplying all equipment and instrumentalities necessary to carry out the services to be provided.

12. CONTINGENCY This agreement is contingent upon paid registration for the program of a minimum of n/a participants, and a maximum of n/a participants. In the event that the minimum number of participants is not reached, this agreement shall be null and void.

IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this

_____ day of _____, _____.

CITY OF EL PASO, TEXAS

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

Joe Wardy, Mayor

CONTRACTOR:

Rodolfo Valles
APPROVED AS TO CONTENT:

Parks & Recreation Director

Program Coordinator

Superintendent

Administrative Analyst

STATE OF TEXAS)

COUNTY OF EL PASO)



**INDEPENDENT CONTRACT FOR
PERSONAL SERVICES
PARKS AND RECREATION**

DEPARTMENT ID: 51010215
CLASS: 51010
FUND: 16302
PROJECT: P500202
SPEED CHART: P0180
ACCOUNT: 502215
CONTRACT NO: 2023/2024-124

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and GILBERT ANTHONY PINOW JR., hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: SECURE KEEPER FOR SPORTS LEAGUES

2. **TIME OF PERFORMANCE** The services of Contractor are to be performed beginning APRIL 17, 2024 and be completed by AUGUST 31, 2024.

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid a total fee not to exceed a maximum of \$2,100.00. The fee shall be paid at a rate of \$6.25 per ~~class~~/game for a maximum of 336 ~~classes~~/games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.

4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.

5. **INDEPENDENT CONTRACTOR RELATIONSHIP** Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.

6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.

7. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.



CONTRACT NO:

8. NOTICE Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas
2 Civic Center Plaza
El Paso, Texas 79901-1163

CONTRACTOR:

Name: GILBERT ANTHONY PINO
Address:
SS#:
Phone:

9. TERMINATION Either party may terminate this contract without cause after 10 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon notification to the contractor of the cause for termination.

10. NO INSURANCE PROVIDED Contractor specifically acknowledges that, in his/her capacity as an independent contractor, he/she has not been provided with Worker's Compensation Insurance or other insurance coverage regularly covered by the City of El Paso Parks and Recreation Department to its regular employees; and that he/she will secure similar coverage so as to protect his/her interest in the event of any personal injuries or damages of any kind.

11. COSTS AND EQUIPMENT Contractor understands that he/she is responsible for all overhead, travel, equipment and support costs incurred in performing the contracted services. Contractor also agrees that he/she will be responsible for supplying all equipment and instrumentalities necessary to carry out the services to be provided.

12. CONTINGENCY This agreement is contingent upon paid registration for the program of a minimum of _____ participants, and a maximum of _____ participants. In the event that the minimum number of participants is not reached, this agreement shall be null and void.

IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this

_____ day of _____, _____.

CITY OF EL PASO, TEXAS

ATTEST:

Joe Wardy, Mayor

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

CONTRACTOR:

APPROVED AS TO CONTENT:

Parks & Recreation Director

Program Coordinator

Superintendent

Administrative Analyst

STATE OF TEXAS)

COUNTY OF EL PASO)



**INDEPENDENT CONTRACT FOR
PERSONAL SERVICES
PARKS AND RECREATION**

DEPARTMENT ID: 51010215
CLASS: 51010
FUND: 16302
PROJECT: PS00202
SPEED CHART: P0180
ACCOUNT: 502215
CONTRACT NO: 2003/2004-125

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and PERRY HUDOLESTON, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: PROVIDE OFFICIALS/SCOUT COACHES FOR SPORTS LEAGUES

2. **TIME OF PERFORMANCE** The services of Contractor are to be performed beginning APRIL 18, 2004 and be completed by AUGUST 31, 2004.

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid a total fee not to exceed a maximum of \$4,400.00. The fee shall be paid at a rate of \$44.00 per class/game for a maximum of 100 classes/games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.

4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.

5. **INDEPENDENT CONTRACTOR RELATIONSHIP** Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.

6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.

7. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.



CONTRACT NO:

8. NOTICE Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas
2 Civic Center Plaza
El Paso, Texas 79901-1163

CONTRACTOR:

Name: PERRY HUDDLESTON
Address: _
SS#: _
Phone: _

9. TERMINATION Either party may terminate this contract without cause after 10 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon notification to the contractor of the cause for termination.

10. NO INSURANCE PROVIDED Contractor specifically acknowledges that, in his/her capacity as an independent contractor, he/she has not been provided with Worker's Compensation Insurance or other insurance coverage regularly covered by the City of El Paso Parks and Recreation Department to its regular employees; and that he/she will secure similar coverage so as to protect his/her interest in the event of any personal injuries or damages of any kind.

11. COSTS AND EQUIPMENT Contractor understands that he/she is responsible for all overhead, travel, equipment and support costs incurred in performing the contracted services. Contractor also agrees that he/she will be responsible for supplying all equipment and instrumentalities necessary to carry out the services to be provided.

12. CONTINGENCY This agreement is contingent upon paid registration for the program of a minimum of 12 participants, and a maximum of 14 participants. In the event that the minimum number of participants is not reached, this agreement shall be null and void.

IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this

_____ day of _____, _____.

CITY OF EL PASO, TEXAS

ATTEST:

Joe Wardy, Mayor

Richarda Duffy Momsen
City Clerk

CONTRACTOR:

Perry Huddleston

APPROVED AS TO CONTENT:

Don [Signature]

Parks & Recreation Director

[Signature]

Program Coordinator

[Signature]

Superintendent

[Signature]

Administrative Analyst

APPROVED AS TO FORM:

[Signature]

Guadalupe Cuellar
Deputy City Attorney

STATE OF TEXAS)

COUNTY OF EL PASO)



**INDEPENDENT CONTRACT FOR
PERSONAL SERVICES
PARKS AND RECREATION**

DEPARTMENT ID: 51010 215
CLASS: 51010
FUND: 16302
PROJECT: P500202
SPEED CHART: P0180
ACCOUNT: 502215
CONTRACT NO: 2003/2004-126

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and SUN CITY OFFICIALS ASSOCIATION, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: PROVIDE OFFICIALS / SCOREKEEPERS FOR SUN CITY TOURNAMENTS.

2. **TIME OF PERFORMANCE** The services of Contractor are to be performed beginning APRIL 18, 2004 and be completed by AUGUST 31, 2004.

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid a total fee not to exceed a maximum of \$4,400.00. The fee shall be paid at a rate of \$44.00 per ~~class~~/game for a maximum of 100 ~~classes~~/games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.

4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.

5. **INDEPENDENT CONTRACTOR RELATIONSHIP** Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.

6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.

7. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.



CONTRACT NO:

8. NOTICE Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas
2 Civic Center Plaza
El Paso, Texas 79901-1163

CONTRACTOR: Name: SUN CITY OFFICIALS ASSOCIATION
Address:
SS#:
Phone:

9. TERMINATION Either party may terminate this contract without cause after 10 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon notification to the contractor of the cause for termination.

10. NO INSURANCE PROVIDED Contractor specifically acknowledges that, in his/her capacity as an independent contractor, he/she has not been provided with Worker's Compensation Insurance or other insurance coverage regularly covered by the City of El Paso Parks and Recreation Department to its regular employees; and that he/she will secure similar coverage so as to protect his/her interest in the event of any personal injuries or damages of any kind.

11. COSTS AND EQUIPMENT Contractor understands that he/she is responsible for all overhead, travel, equipment and support costs incurred in performing the contracted services. Contractor also agrees that he/she will be responsible for supplying all equipment and instrumentalities necessary to carry out the services to be provided.

12. CONTINGENCY This agreement is contingent upon paid registration for the program of a minimum of 12 participants, and a maximum of 12 participants. In the event that the minimum number of participants is not reached, this agreement shall be null and void.

IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this

_____ day of _____, _____.

CITY OF EL PASO, TEXAS

ATTEST:

Joe Wardy, Mayor

Richarda Duffy Momsen
City Clerk

CONTRACTOR:

Seddy Kozenski

APPROVED AS TO CONTENT:

John Chappell
Parks & Recreation Director

Donald [Signature]
Program Coordinator

Guadalupe Cuellar
Superintendent

[Signature]
Administrative Analyst

APPROVED AS TO FORM:

[Signature]

Guadalupe Cuellar
Deputy City Attorney

STATE OF TEXAS

COUNTY OF EL PASO



**INDEPENDENT CONTRACT FOR
PERSONAL SERVICES
PARKS AND RECREATION**

DEPARTMENT ID: 51010215
CLASS: 51010
FUND: 16302
PROJECT: P500202
SPEED CHART: P0180
ACCOUNT: 502215
CONTRACT NO: 2003/2004- 127

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and Gloria Valles, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: Field Supervisor Girls Softball See attachment

2. **TIME OF PERFORMANCE** The services of Contractor are to be performed beginning April 30, 2004 and be completed by August 31, 2004.

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid a total fee not to exceed a maximum of \$1,200.00. The fee shall be paid at a rate of \$12.00 per class/game for a maximum of 100 classes/games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.

4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.

5. **INDEPENDENT CONTRACTOR RELATIONSHIP** Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.

6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.

7. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.



CONTRACT NO: 2003-2004-

8. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas
2 Civic Center Plaza
El Paso, Texas 79901-1163

CONTRACTOR: Name: Gloria Valles
Address:
SS#:
Phone:

9. **TERMINATION** Either party may terminate this contract without cause after 10 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon notification to the contractor of the cause for termination.

10. **NO INSURANCE PROVIDED** Contractor specifically acknowledges that, in his/her capacity as an independent contractor, he/she has not been provided with Worker's Compensation Insurance or other insurance coverage regularly covered by the City of El Paso Parks and Recreation Department to its regular employees; and that he/she will secure similar coverage so as to protect his/her interest in the event of any personal injuries or damages of any kind.

11. **COSTS AND EQUIPMENT** Contractor understands that he/she is responsible for all overhead, travel, equipment and support costs incurred in performing the contracted services. Contractor also agrees that he/she will be responsible for supplying all equipment and instrumentalities necessary to carry out the services to be provided.

12. **CONTINGENCY** This agreement is contingent upon paid registration for the program of a minimum of n/a participants, and a maximum of n/a participants. In the event that the minimum number of participants is not reached, this agreement shall be null and void.

IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this

_____ day of _____, _____.

CITY OF EL PASO, TEXAS

ATTEST:

Joe Wardy, Mayor

Richarda Duffy Momsen
City Clerk

CONTRACTOR: _____

APPROVED AS TO CONTENT: _____

APPROVED AS TO FORM: _____

Guadalupe Cuellar
Deputy City Attorney

Parks & Recreation Director Norman C. Merrifield

Program Coordinator

Superintendent

Administrative Analyst

STATE OF TEXAS

COUNTY OF EL PASO



**INDEPENDENT CONTRACT FOR
PERSONAL SERVICES
PARKS AND RECREATION**

DEPARTMENT ID: 51570131
CLASS: 51062
FUND: 16314
PROJECT: P500214
SPEED CHART: P0214
ACCOUNT: 502215
CONTRACT NO: 2003/2004-128

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and MARTIN MALDONADO, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: OFFICIAL FOR YOUTH BASKETBALL LEAGUE AT GALATZAN RECREATION CENTER.

2. **TIME OF PERFORMANCE** The services of Contractor are to be performed beginning April 28, 2004 and be completed by August 31, 2004.

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid a total fee not to exceed a maximum of \$ 2,100.00. The fee shall be paid at a rate of \$21.00 per class/game for a maximum of 100 classes/games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.

4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.

5. **INDEPENDENT CONTRACTOR RELATIONSHIP** Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.

6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.

7. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.



CONTRACT NO:

8. NOTICE Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas
2 Civic Center Plaza
El Paso, Texas 79901-1163

CONTRACTOR:

Name: MARTIN MALDONADO
Address: _____
SS#: _____
Phone: _____

9. TERMINATION Either party may terminate this contract without cause after 10 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon notification to the contractor of the cause for termination.

10. NO INSURANCE PROVIDED Contractor specifically acknowledges that, in his/her capacity as an independent contractor, he/she has not been provided with Worker's Compensation Insurance or other insurance coverage regularly covered by the City of El Paso Parks and Recreation Department to its regular employees; and that he/she will secure similar coverage so as to protect his/her interest in the event of any personal injuries or damages of any kind.

11. COSTS AND EQUIPMENT Contractor understands that he/she is responsible for all overhead, travel, equipment and support costs incurred in performing the contracted services. Contractor also agrees that he/she will be responsible for supplying all equipment and instrumentalities necessary to carry out the services to be provided.

12. CONTINGENCY This agreement is contingent upon paid registration for the program of a minimum of 40 participants, and a maximum of 150 participants. In the event that the minimum number of participants is not reached, this agreement shall be null and void.

IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this

_____ day of _____, _____.

CITY OF EL PASO, TEXAS

ATTEST:

Joe Wardy, Mayor

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

CONTRACTOR:

APPROVED AS TO CONTENT:

Parks & Recreation Director

Program Coordinator

Superintendent

Administrative Analyst